

JK Distributors License Agreement

PLEASE READ THE TERMS OF THIS EXPANDED AGREEMENT CAREFULLY. BY EXECUTING THE “JK Distributors Simple English License Agreement” YOU ARE CONFIRMING YOUR ACCEPTANCE OF THIS SOFTWARE AND AGREEING TO BE BECOME BOUND BY THE TERMS OF THIS AGREEMENT (THE “AGREEMENT”).

This JK Distributors software and database access license agreement is the expanded version of the JK Distributors Simple English License Agreement made and entered into as of the date of that Agreement between the Company and the Licensee and this version supersedes that Simple English version except for the date, notice addresses and signatures.

WITNESSETH

WHEREAS, the Licensee desires to access and use the Company’s JK Distributors software, database and documentation;

WHEREAS, the Company is willing to permit Licensee to access and use the JK Distributors software, databases and documentation on the terms and conditions set forth herein.;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. License. In consideration of the payment to the Company of the license fees and other charges set forth herein, the Company grants to Licensee a nonexclusive, nonassignable, nontransferable license to access and use a single copy of the object code version of the Company’s JK Distributors software, database and documentation (the “Program” and “Database,” and “Documentation” respectively), installed in a data center operated under the direction of the Company or such subsequent data center as may be selected by the Company (collectively, the “Data Center”). The Licensee may access the Data Center via the Internet from remote multiple workstations owned or operated by Licensee and may be accessed from other locations by its trainees at the Licensee’s option. The Company further grants to Licensee a nonexclusive, nonassignable, nontransferable license to (i) print and distribute multiple copies of the Documentation provided on its web site, which are all subject to the restrictions set forth in paragraph 3.b. hereof and elsewhere herein, (ii) incorporate excerpts from the Documentation into training and procedure materials customized to the business of the Licensee (“Licensee User Manuals”), and (iii) print and distribute multiple copies of the Licensee User Manuals, subject to the restrictions set forth in paragraph 3.b. hereof and elsewhere herein. Licensee understands, acknowledges and agrees that the grant of the foregoing licenses and use of the Program, Database and Documentation is limited by and subject to compliance with the terms, conditions and restrictions set forth herein (including, without limitation, terms and conditions of use and fees to be paid in respect of the Program, Database and Documentation). Notwithstanding anything to the contrary herein, the Program, Database and Documentation may not be accessed by any third party except with respect to job development, training or coaching activities presented, organized and/or sponsored by Licensee at any venue.

2. Term and Termination.

a. **Term.** The license granted in Article 1 hereof shall commence on the date first written above and shall be for a term of one (1) year, and shall automatically be renewed for a subsequent one (1) year term unless sooner terminated pursuant to the provisions of paragraph 2.b. hereof (the “Termination”).

b. **Termination.**

(i) **Termination by Company.** The License granted under Article 1 hereof may be terminated by the Company effective (i) upon ten (10) business days’ prior written notice to the Licensee of Licensee’s breach of the prohibited uses, proprietary rights or confidentiality provisions of this Agreement unless such breach is cured within said ten (10) day period, (ii) immediately upon delivery of written notice to the Licensee if (a) Licensee terminates all or substantially all of its regular ongoing business activities and such cessation continues for a period of thirty (30) days, or (b) Licensee makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, receivership, or reorganization pursuant to bankruptcy laws or laws of debtor’s moratorium, or (c) if the Program, or any portion thereof, as furnished under this Agreement and used within the scope of the license granted hereof become, or in the Company’s opinion are likely to become, the subject of a claim that they infringe a third party proprietary right, or (iii) upon thirty (30) days’ prior written notice of Licensee’s breach of any of its other obligations under this Agreement if Licensee fails to cure such breach as stated in the notice by the end of such thirty (30) day period. The right to terminate this Agreement shall be in addition to and not in lieu of any other rights or remedies the Company may possess at law or in equity for money damages or other relief.

(ii) **Termination by Licensee.** Licensee may terminate the license granted under Article 1 hereof, for any or no reason, upon thirty (30) days’ advance written notice to Company provided that all fees payable under this Agreement shall become due and payable in full prior to termination.

c. **Post Termination Obligations.** Promptly following any termination of the license granted hereunder, Licensee shall (i) return to the Company all Documentation delivered to, or received by, Licensee, together with all copies thereof and modifications thereto, and any and all materials in its possession related to the Program, Database and Documentation (including pages from any Licensee User Manuals that have incorporated excerpts from the Documentation) in whatever form they may then exist, (ii) execute and furnish to the Company a completed Certificate of Return in the form annexed as Exhibit B hereto, and (iii) pay to the Company the total of all fees and monies payable under this Agreement.

d. **Survival.** The provisions of Articles 2, 6, and 9 through 17 shall survive any termination of this Agreement.

3. **Permitted Uses.**

a. **Purposes.** The Program, Database and Documentation shall be accessed and used solely for Licensee's own internal business purposes, provided that they shall not be used as part of a service bureau, network or time-sharing facility for third parties. For purposes hereof “internal business purposes” shall mean, job development, training or coaching activities presented, organized and/or sponsored by Licensee at any venue.

b. **Copies.** Licensee shall not have the right to prepare hard or electronic copies of the Program for any reason. Licensee shall have the right to print copies of the

Documentation, incorporate excerpts from the Documentation into Licensee User Manuals, and print copies of the Licensee User Manuals provided that such Documentation and excerpts (i) shall be subject to the terms of this Agreement and bear the affixed trademarks and copyright and other proprietary notices; (ii) shall be distributed solely to those of Licensee's employees that are assigned to have access to the Program for a purpose permitted hereunder, and (iii) shall remain at all times at the Licensee's Site.

4. Prohibited Uses. All uses not explicitly permitted in Articles 1 and 3 hereof shall be prohibited. Licensee understands that this means that, among other things, it shall not without the Company's prior written consent (i) copy or otherwise reproduce (except as expressly permitted in paragraph 3.b.), or permit any third party other than consultants that (a) the Company has approved based solely upon the Company's determination that such consultant does not provide a product competitive with the Program, and (b) have executed and delivered to the Company a Confidentiality Agreement in the form acceptable to the Company, to copy or otherwise reproduce the Documentation (except as expressly permitted in paragraph 3.b.), (ii) modify, adapt, change or enhance the Program, Database or Documentation (except as expressly permitted in paragraph 3.b.), (iii) include portions of the Program with other software, or portions of the Database with other databases, to create updated, related or derivative works, (iv) convert the Program to another programming language, (v) modify the Program for use with another operating system, (vi) decompile, disassemble or reverse engineer the Program, (vii) grant sublicenses, leases or other rights in or to the Program, Database or Documentation, or (viii) disclose, display, publish, sell, transfer, release or otherwise make the Program, Database or Documentation available in any form to any person or entity except as expressly permitted by this Agreement.

5. License Fees. Licensee shall pay to the Company the nonrefundable license fee set forth on Exhibit A upon the execution of this Agreement and subsequently (the "License Fee") in accordance with the schedule set forth on Exhibit A to this Agreement, and in United States Dollars, to access and use the Program, Database and Documentation. .

6. Taxes and Tariffs. All present and future, domestic and foreign sales, use, withholding, value-added, personal property, transfer, excise, export or import taxes, or duties, tariffs or charges of any kind based upon the licenses granted hereunder, or upon the use of the Program, Database, Documentation or services provided hereunder, or any other federal, state or local taxes, except for those based upon the Company's net income, shall be paid directly by Licensee and Licensee shall promptly forward to the Company evidence of the payment of any such taxes, or at the Company's sole discretion, Licensee shall promptly reimburse the Company following receipt of the Company's invoice for any such amounts paid by the Company. The fees listed in this Agreement do not include any such taxes, tariffs, or other such charges. If the Company is required to make a deduction or withholding in respect of withholding tax from any payment to be made to the Company, Licensee must pay to the Company the additional amount necessary to ensure that the Company receives, when due, a net amount (after payment of any withholding tax in respect of each additional amount) equal to the full amount it would have received had the deduction, withholding or payment of tax not been made.

7. Installation. Licensee acknowledges that it will have no right to have any Program or Databases installed on any equipment owned or controlled by Licensee.

8. Licensee Acknowledgements. Licensee acknowledges that:

a. The Program is designed for use with appropriately configured computer systems with adequate amounts of memory and disk drives, printers and display devices providing access via the Internet to the Data Center;

b. Other than the Documentation provided herewith, Company has no obligation to provide Licensee with any user manuals or support services;

c. Licensee assumes sole responsibility for the supervision, management and control of the use of the Program, Database and Documentation including but not limited to (i) the proper installation and configuration of appropriate computer hardware to provide access; (ii) the proper installation of adequate operating software not provided by the Company and data communications links; (iii) the establishment of adequate back-up and disaster recovery plans; (iv) the selection of a key user qualified to operate the Program; (v) the input of accurate data; and (vi) the completeness and accuracy of any conclusions drawn from the information processed by the Program; and

d. Licensee shall be solely responsible for any use of the Program, Database, Documentation and Licensee User Manuals in the operation of Licensee's business. Licensee shall be solely responsible for verifying any output resulting from use of the Program and Database if Licensee intends to use or rely on such output for business purposes.

9. Support Services. Basic support services via telephone and limited on-site visits shall consist of clarifying Documentation and answering questions pertaining to the functionality of the Program and shall be made available at the rates set forth below. Optional support services consisting of providing quotes or estimates, developing functional specifications for modifications of courseware, and assisting Licensee in installing and testing the modifications shall be made available on a quotation basis. The Company provides support services outside the continental United States to Licensee for an additional fee. The rates for support service fees (the "Support Service Fees") shall be effective upon the execution of this Agreement in accordance with the schedule set forth on Exhibit C to this Agreement, in United States Dollars, and shall be calculated as follows:

a. Telephone support is provided between 9:00 AM and 5:00 PM Eastern Time on any weekday other than a Company holiday (as defined in Exhibit C), a fee equal to the number of minutes rounded up to the nearest tenth of an hour times the then current hourly rate(s) of the assigned staff member(s);

b. For eight or fewer hours of on-site support provided on any weekday other than a Company holiday, a fee equal to eight (8) times the then current hourly rate(s) of the assigned staff member(s);

c. For hours in excess of the first eight hours of on-site support provided on any weekday except for a Company holiday, a fee equal to the actual number of such hours times 1-1/2 times the then current hourly rate(s) of the assigned staff member(s);

d. For any hours of on-site support provided on any weekend or a Company holiday, a fee equal to the actual number of such hours (subject to an eight hour minimum) times twice the then current hourly rate(s) of the assigned staff member(s);

e. Travel Fee and Expenses. Licensee shall pay an additional fee for (i) travel time whenever and wherever on-site services are provided equal to one-half the then

current hourly rate(s) of the assigned staff member(s) for each hour of travel time incurred by such assigned staff member(s), and (ii) any expenses (including, but not limited to, travel, hotel and meal expenses) incurred by Company staff members providing on-site support.

The Company, however, cannot guarantee the extent or quality of such services or, that such services will not be discontinued at any time in the future.

10. Proprietary Protection.

a. Acknowledgment of Proprietary Materials. Licensee acknowledges and agrees that the Program, Database and Documentation, all modified, related or derivative versions thereof, any ideas for enhancements whether arising from Licensee or otherwise, and all materials and associated intellectual property rights relating to any of the foregoing, shall belong solely and exclusively to the Company. Licensee further acknowledges that the Parties treat all of the foregoing as proprietary trade secrets and Licensee shall treat such information so received in confidence, except with respect to such information that (i) was already in Licensee's possession prior to the disclosure thereof by the Company as demonstrated by its written records maintained in the ordinary course of business, (ii) has been published or is published hereafter, unless such publication is a breach of this Agreement, (iii) is received by the Licensee without restriction from a third party rightfully in possession of such information and not under an obligation of confidentiality with respect thereto, or (iv) is required to be disclosed by law, but only to the extent so required, provided that the Licensee gives reasonable notice to the Company prior to such disclosure and complies with any applicable protective order or equivalent obtained by the Company with respect to such information.

b. Secure Handling. Licensee shall use commercially reasonable efforts to protect against the unauthorized use, duplication, disclosure or availability of the Program, Database and Documentation and any materials related thereto (including, without limitation, any Licensee User Manuals incorporating excerpts from the Documentation). Licensee shall ensure that any consultants of the Licensee who have been approved by the Company to have access to the Program, shall be bound by written confidentiality agreements and Licensee shall forward originally executed copies of such confidentiality agreements to the Company. Licensee shall further provide all employees within Licensee's information technology group (or other similar departments) and all other employees who need to have access to the Program with written notice of their obligations of confidentiality hereunder. Licensee also guarantees that each of its employees shall observe the restrictions set forth in paragraph 10.e hereof. Licensee shall not permit the Program, Database, Documentation or any related materials (including, without limitation, any Licensee User Manuals incorporating excerpts from the Documentation) to be accessed by anyone other than those of its employees and consultants required to have knowledge of the same to enable Licensee to utilize the Program for a purpose permitted hereunder.

c. Proprietary Legends. Licensee shall not remove any copyright notice or other proprietary or restrictive notice contained in any material provided by the Company.

d. Assistance of Licensee. At the request of the Company, Licensee shall use reasonable efforts to assist the Company in identifying any unauthorized use, copying or disclosure of any portion of any of the copies of the Program, Database or Documentation licensed to Licensee by any present or former employees of, or consultants to, Licensee.

e. Confidentiality. Licensee covenants and agrees that at all times during and after the Term it shall not use or disclose Confidential Information provided by the Company

for any purpose other than (i) in connection with fulfilling its obligations under this Agreement, or (ii) as expressly permitted pursuant to the terms and conditions of the limited waiver which is agreeable to the Company, or (iii) if required to be disclosed by law, but only to the extent so required, provided that Licensee gives reasonable notice to the Company prior to such disclosure and complies with any applicable protective order or equivalent obtained by the Company with respect to such Confidential Information. Licensee agrees that "Confidential Information" shall mean the terms of this Agreement, the courseware and architecture of the Program, Database, Documentation, any problems in the Program, Database or Documentation whether or not remedied by the Company (including, without limitation, all errors, failures, nonconforming results, and unexpected performances), any modifications or corrections made or to be made to the Program, Database or Documentation, and any other information provided by or on behalf of the Company to the Licensee which is by its nature confidential or which is designated as confidential by the Company.

11. Public Announcements. Neither party shall issue any press release or make any other public announcement concerning this Agreement without the consent of the other party, except for disclosure required by law. During the Term or at any time thereafter, neither party shall directly or indirectly, make any false statement that adversely affects, disparages or creates any material negative inference as to the reputation, prestige, value, image or impression of the Program, Database, Documentation or services provided hereunder, or any of either party's respective officers, directors, affiliates, personnel, products or related companies, by words, actions or other communications, or by any omissions to speak, act or otherwise communicate, or in any other manner. The Company and the Licensee may list the other in its licensee/user lists/partners lists (including listings on their respective website).

12. Non-Solicitation. During the Term of this Agreement, and if terminated, for a period of one year thereafter, the Licensee shall not solicit, hire, or attempt to hire, any Company employee or former employee of the Company who was involved in the development or installation of the Programs or the development of the Database or Documentation and whose employment with the Company ended less than one year prior to the date of such hire or attempt to hire.

13. No Warranty; Limitation of Liability.

a. NO WARRANTY. THE PROGRAM, DATABASE AND DOCUMENTATION ARE MADE ACCESSIBLE TO LICENSEE "AS IS" AND LICENSEE ACCEPTS THE RIGHT TO ACCESS AND USE THE JK DISTRIBUTORS PROGRAM, DATABASE AND DOCUMENTATION WITHOUT WARRANTIES OF ANY KIND. LICENSEE'S USE OF THE JK DISTRIBUTORS PROGRAM, DATABASE AND DOCUMENTATION IS AT LICENSEE'S SOLE RISK. THE PROGRAM, DATABASE AND DOCUMENTATION MAY CONTAIN DEFECTS, FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, AND MAY PRODUCE UNINTENDED OR ERRONEOUS RESULTS WHEN OPERATED IN COMBINATION WITH OTHER PRODUCTS. THE DOCUMENTATION MADE AVAILABLE HEREUNDER ALSO HAS NOT BEEN DEVELOPED WITH THE INTENT OF PROVIDING USERS WITH A COMPLETE AND ACCURATE GUIDE TO THE CURRENT VERSION OF THE PROGRAMS. THE DOCUMENTATION IS INCOMPLETE AND MAY BE INACCURATE OR OTHERWISE DEFICIENT IN MANY MATERIAL RESPECTS.

b. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES HEREUNDER AND ALL CONDITIONS, WARRANTIES AND

REPRESENTATIONS, EXPRESS OR IMPLIED, ARE EXCLUDED (INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

c. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY ACT OR OMISSION IN THE ABSENCE OF WILLFUL MALFEASANCE OR GROSS NEGLIGENCE BY THE COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOST PROFIT, REVENUE, USE OR DATA IN CONNECTION WITH THE PROGRAM, DATABASE OR DOCUMENTATION TO BE PROVIDED BY THE COMPANY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF THE COMPANY TO THE LICENSEE FOR ALL CLAIMS WHATSOEVER ARISING OUT OF THE LICENSES GRANTED HEREUNDER, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR STRICT LIABILITY (BUT EXCLUDING THE COMPANY'S OBLIGATIONS UNDER ARTICLE 15 HEREOF) SHALL NOT EXCEED THE LICENSE FEE ACTUALLY RECEIVED BY THE COMPANY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE LESS TWENTY PERCENT OF THE LICENSE FEE PAID FOR EACH YEAR, OR PORTION THEREOF, THAT HAS ELAPSED SINCE THE DATE OF THIS AGREEMENT.

d. **ACKNOWLEDGMENT.** LICENSEE ACKNOWLEDGES THAT THE LICENSE FEES CHARGED HEREUNDER REFLECT IN PART COMPANY'S RELIANCE ON THE LIMITATIONS AND DISCLAIMERS CONTAINED IN PARAGRAPHS 14.a THROUGH 14.c HEREOF.

15. **Licensee's Remedy Upon Injunction.** In the event that the Program, Database or Documentation, or any portion thereof, as furnished under this Agreement and used within the scope of the license granted hereunder, become, or in the Company's opinion are likely to become, the subject of a claim that they infringe a third party proprietary right, the Company shall have the right at its sole option and expense to (i) procure for Licensee the right to continue using the Program, Database or Documentation or portion thereof, or (ii) replace or modify the same with a non-infringing Program, Database or Documentation of equivalent functions, or (iii) terminate the license granted hereunder and refund to Licensee all License Fee payments made by Licensee.

16. **Miscellaneous.**

a. **No Assignment.** Licensee may not sell, assign or otherwise transfer Licensee's rights under this Agreement without the prior written consent of the Company, which shall not be unreasonably withheld or delayed, except to a person or entity that controls, is controlled by, or is under common control with, the Licensee, or in connection with the sale or transfer of substantially all of the assets of the Licensee's business.

b. **Waiver.** The waiver by either party of any breach or default by the other party in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.

c. **Amendments.** This Agreement may not be modified except by a written amendment signed by the parties.

d. **Indemnification.** Licensee shall indemnify and hold harmless the Company from any and all claims, demands, actions and/or liabilities (including attorneys fees and costs) arising from or relating to any breach by licensee of any term of this Agreement.

e. **Injunctive Relief.** Licensee acknowledges that breach of any of the restricted uses, proprietary rights or confidentiality provisions of this Agreement would cause the Company immediate and irreparable harm by substantially diminishing the value of the Company and the Company's copyrights, proprietary rights, and/or trade secrets, and that the remedy at law for such unauthorized activity is inadequate. Licensee agrees that the Company, or its successors or assigns, may obtain temporary and/or permanent injunctive relief from any court of competent jurisdiction, without the necessity of posting bond, to restrain any breach or threatened breach of the restricted uses, proprietary rights or confidentiality provisions of this Agreement. Any such remedy sought or obtained shall not be considered exclusive or a waiver of the rights of the Company or its successors or assigns to assert any other remedies it may have at law or in equity.

f. **Dispute Resolution.** The parties agree that in the event of any dispute, controversy, or claim (except for actions seeking indemnification or equitable relief only) (a "Dispute"), the business managers directly responsible for this transaction will attempt to resolve the Dispute through discussions and exchanges of pertinent information. If the business managers are unable to reach agreement within 30 days of receipt of written notice of the Dispute, the parties will engage their respective Chief Financial Officers (the "CFOs") or the equivalent for an additional period of 30 days to discuss and exchange pertinent information in order to resolve the Dispute. If the Dispute continues to be unresolved at the end of such additional 30-day period by the CFOs, the parties agree that the parties shall be free to pursue any remedies available at law. No litigation (except for actions seeking indemnification or equitable relief only) may be brought unless the injured party has first made commercially reasonable attempts to comply with the provisions of this paragraph.

g. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of New Jersey except that no choice of law doctrine shall be used to apply the laws of any other jurisdiction.

h. **Consent to Jurisdiction.** Licensee consents to the exclusive jurisdiction of the federal and state courts located in the state of New Jersey in connection with any action or proceeding to enforce, or arising out of, this Agreement and agrees that venue will be proper in such court on any such matter. The parties agree that a summons and complaint may be served at their addresses set forth in paragraph 16.k or at such other address as such party may have given written notice in accordance with paragraph 16.k.

i. **Limitation.** Except for actions for non-payment or indemnification, no action arising out of or relating to this Agreement may be brought by Licensee more than one year after the cause of action first became known to Licensee. Licensee acknowledges that the license fees charged hereunder reflect in part Company's reliance on this limitation.

j. **Attorneys' Fees.** In the event of a dispute between the parties, the prevailing party shall be entitled to collect from the other party, the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of its rights under this Agreement.

k. **Notices.** Any notice required under this Agreement shall be in writing and delivered personally against receipt, or sent by Federal Express or other recognized overnight

courier service with a tracking and delivery confirmation capacity, and addressed to the party to be notified at its address set forth below or at such other address as it may have given written notice in accordance with this paragraph.

If to Company:

As per indicated in the executed JK Distributors Simple English License Agreement.

If to Licensee:

As per indicated in the executed JK Distributors Simple English License Agreement.

With a copy to:

As per indicated in the executed JK Distributors Simple English License Agreement.

k. Severability. To the extent that any law, statute, treaty or regulation by its terms as determined by a court, tribunal or other governmental authority of competent jurisdiction, is in conflict with the terms of this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

l. Entire Agreement. This Agreement and the exhibits hereto embody the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have signed their names as of the date first above written.

[As per indicated in the executed JK Distributors Simple English License Agreement]

[As per indicated in the executed JK Distributors Simple English License Agreement]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

License Fees

One Instance of the Simulation: One instance may be run to support only one training cycle of JK Distributors at a time for up to 50 participants per cycle, no limitation on the number of sequential training cycles run per year or the number of physical sites which may be supported by this one instance.

One time set up cost \$300 per instance.

Access cost per instance \$400 per month based on an annual commitment.

Multiple Instances of the Simulation: Each instance may be run to support only one training cycle of JK Distributors at a time for up to 50 participants per cycle, no limitation on the number of sequential training cycles per year or the number of physical sites which may be supported by multiple instances.

Access cost for the second or more instances is \$320 each per month based on an annual commitment

[As per indicated in the executed JK Distributors Simple English License Agreement]

By: _____
Name:
Title:

[As per indicated in the executed JK Distributors Simple English License Agreement]

By: _____
Name:
Title:

Exhibit B

Certificate of Return

1. [Name of Licensee] (“Licensee”) hereby certifies to the Company, on this day of _____, 200_ that all copies of the proprietary JK Distributors Programs and materials relating thereto licensed by the Company to Licensee (the “Documentation”), that incorporate excerpts from the Documentation into training and procedure materials customized to the business of the Licensee (“Licensee User Manuals”), and the print and distribute multiple copies of the Licensee User Manuals subject to the restrictions set forth below have been returned to the Company or destroyed by the Licensee. Licensee also certifies that no copies of the Documentation exist.

2. Other than as may be expressly permitted by the terms of the license agreement dated by and between Licensee and the Company (the “License Agreement”), neither Licensee nor any employee thereof, at any time during the period Licensee licensed the JK Distributors Programs from the Company, has (i) decompiled, disassembled, or reverse engineered the JK Distributors Programs, (ii) copied, modified, enhanced, or used the JK Distributors Programs, Database or Documentation to create updated, related or derivative works, or (iii) disclosed, displayed, published, sold, transferred, released or otherwise made the JK Distributors Programs, Database or Documentation available in any form to any person or entity.

3. This Certificate is delivered pursuant to the License Agreement and is an integral part thereof.

[Name of Licensee]

By: _____

Name:

Title:

Address: _____

Date: _____

Exhibit C

Support Services

Facilitator training \$100 per hour, plus out of pocket expenses if travel is required and travel time will be billed at one-half of the billing rate.

Telephone Support \$67 per hour.

The normal workday is 8:30 a.m. to 5:00 p.m. local time, Monday through Friday, with a 30-minute lunch; work performed at other times is at time and one-half except weekends and Company holidays which are double time and subject to an eight hour minimum.

For the purposes of all sections of this Agreement holidays are as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	

Documentation Schedule

JK Distributors Student Manual No Charge if printed by Licensee
JK Distributors Facilitator Manual No Charge if printed by Licensee

Current Rate Schedule and Documentation Schedule, subject to change with prior notice.

[As per indicated in the executed JK Distributors Simple English License Agreement]

By: _____
Name:
Title:

[As per indicated in the executed JK Distributors Simple English License Agreement]

By: _____
Name:
Title:

